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NOTES OF CASES.

ADVERSE POSSESSION—UNINCORPORATED SOCIETIES.—An unincorporated church society is held, in *Stewart v. White* (Ala.), 55 L. R. A. 211, to be incapable of acquiring title by adverse possession.

TELEPHONE COMPANIES—AGREEMENT AS TO RIVALS.—A telephone company is held, in *State ex rel. Gwynn v. Citizens' Telephone Co.* (S. C.), 55 L. R. A. 139, to have no right to impose, as a condition of extending its facilities to one desirous of obtaining them, an agreement not to use a rival system.

COURTS—CIVIL AND ECCLESIASTICAL.—The rule is well settled that the civil courts will not enforce the judgments of the ecclesiastical courts. But where the parties, by a valid agreement, constitute an ecclesiastical court the arbiter between them and agree to abide by its decision as an award, the civil courts will enforce the award. *Poggenburg v. Conniff* (Ky.), 67 S. W. 845.

CONTRACTS—PENALTY—LIQUIDATED DAMAGES.—A provision for the retention of 15 cents per 100 feet from the contract price of logs to be cut and delivered, upon all logs not delivered by a specified date, is held, in *Kilbourne v. Burt & B. Lumber Co.* (Ky.), 55 L. R. A. 275, to be properly regarded as one for liquidated damages and not as a penalty.

CONTEMPT—FIDUCIARIES—HABEAS CORPUS.—A receiver who has been imprisoned as in contempt of court for failure to comply with an order for the delivery of funds in his hands is held, in *Tindall v. Westcott* (Ga.), 55 L. R. A. 225, to have no right to be discharged under a writ of *habeas corpus* sued out before another judge, on the ground that he is unable by reason of his poverty to comply with the order.

EXTRADITION—HABEAS CORPUS.—Under *habeas corpus* to inquire into the validity of the arrest and custody of a fugitive from a foreign State, held on an extradition warrant, it is held, in *State ex rel. McNichols v. Justus* (Minn.), 55 L. R. A. 325, that the court will not extend its inquisition beyond the rendition warrant to ascertain whether the prisoner had been previously unlawfully arrested, or was in unlawful custody at the time such warrant was served upon him.

ACCORD AND SATISFACTION—THIRD PARTIES.—An accord between the plaintiff and a third person as to the subject-matter of suit, and a satisfaction moving from such third person to the plaintiff, who accepts and retains it, are held, in *Jackson v. Pennsylvania R. Co.* (N. J. Err. & App.), 55 L. R. A. 87, to be payable in bar of the action, if the defendant has either authorized or ratified the settlement.

TAXATION—CHARITABLE INSTITUTIONS.—An infirmary maintained by the proprietors of a medical college to induce attendance at the college for the